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**PREPARED BY:**

**Name:** Stephen J. Levy, Esq.  
Autumn Green at Midway Village Property  
Owner's Association  
**Address:** 111 East Wacker Dr., Ste. 2200  
Chicago, Illinois 60601



**Doc#:** 1234844150 **Fee:** \$62.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/13/2012 04:36 PM Pg: 1 of 13

**RETURN TO:**

**Name:** Stephen J. Levy, Esq.  
Autumn Green at Midway Village Property  
Owner's Association  
**Address:** 111 East Wacker Dr, Ste. 2200  
Chicago, Illinois 60601

THE ABOVE SPACE FOR RECORDER'S OFFICE

**FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RELATING TO THE AUTUMN GREEN AT MIDWAY VILLAGE PROPERTY OWNERS' ASSOCIATION**

**THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS** (this "First Amendment") is made and entered into as of this 12<sup>th</sup> day of December, 2012, by The Autumn Green at Midway Village Property Owners' Association (the "Association"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Declaration (as defined hereinbelow)

WITNESSETH:

A. Senior Suites Chicago Midway Village, LLC ("SSMV") is the owner in fee simple of a certain parcel of real estate in the City of Chicago, County of Cook, and State of Illinois described in **Exhibit A** attached hereto and made a part hereof (the "Affordable Housing Parcel") is a part of the originally described Condominium Parcel, and, together with the remaining portion of the Condominium Parcel and the Apartment Parcel, sometimes hereinafter referred to together as the "Property"). The Property is legally described on **Exhibit B** attached hereto and made a part hereof. Prior to being acquired by SSMV, the Affordable Housing Parcel was owned by the City and was a part of the Condominium Parcel described in the Original Declaration.

B. SL Midway LLC, a Delaware limited liability company ("Developer") and the City of Chicago, an Illinois municipal corporation ("City") are together herein referred to as "Declarants". Declarants organized The Autumn Green at Midway Village Property Owners' Association as an Illinois not-for-profit corporation (the "POA") and executed a Declaration of

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Easements, Covenants and Restrictions Relating to the Autumn Green at Midway Village Property Owners' Association dated November 30, 2005 and recorded on December 5, 2005 with the Cook County Recorder of Deeds as Document No. 0533910157 (the "Original Declaration") with respect to the Property.

C. As fee owner of the Affordable Housing Parcel, SSMV possesses all of the rights and obligations under the Declaration formerly held by the City with respect to the Affordable Housing Parcel, including without limitation, the benefits and burdens of the easements set forth in Section 5 of the Declaration and the rights of the owners and occupants of the Affordable Housing Parcel to use the Recreational Facilities (as defined and described in Section 3 of the Declaration) located on the Property.

D. Boston Capital Direct Placement, A Limited Partnership, a Massachusetts limited partnership (together with its successors and assigns, the "Investor Member"), and BCCC, Inc., a Massachusetts corporation (together with its successors or assigns, the "Special Member"), are the non-managing members of SSMV.

E. BMO Harris Bank N.A., a national banking association (together with its successors and assigns, the "Affordable Housing Parcel First Mortgagee") is providing first mortgage financing for the development of the Affordable Housing Parcel.

F. At least 75% of the voting members of the Association have approved this First Amendment in acknowledgement that the POA will benefit from the development of the Affordable Housing Parcel by SSMV and, in order to facilitate such development, the undersigned have been authorized to amend the Original Declaration in accordance with the terms hereof.

G. The Original Declaration, as amended by this First Amendment, is sometimes hereinafter referred to as the "Declaration."

**NOW, THEREFORE**, for good and valuable consideration, the undersigned declare that the Property shall hereafter be held, transferred, conveyed, sold, occupied, mortgaged, and encumbered subject to the rights, easements, terms, covenants, restrictions and liens set forth in the Original Declaration, as modified by this First Amendment, each and all of which shall attach to and constitute covenants running with the land:

1. Paragraph 11 of the Original Declaration is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"11. Notices.

- (a) Notices required or permitted to be given to the Association, any Owner or Member may be delivered to any member of the Board, such Owner or Member, as the case may be, either personally or be certified or registered mail with proper postage prepaid, addressed to such party, at the last address of such party shown in the records of the Association, and shall be effective, in the case of personal delivery, upon such delivery, and in the case of mailing, as of the date of mailing. Any mortgagee that registers with the Association by giving written notice of its interest shall receive copies of all notices sent by the Association to

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the Owner of the encumbered Dwelling Unit. Any mortgagee that fails to register with the Association shall have no right to receive any notices whatsoever from the Association.

- (b) To the extent that any decision to be made by any of the Members under the Declaration, the Bylaws or any rule or regulation adopted by the Association, to vote, grant or deny any approval or take or fail to take any other action under any provision of the Declaration, the Bylaws or any rule or regulation adopted by the Association, may be reasonably likely to have a material adverse effect on SSMV, the Affordable Housing Parcel, or the Investor Member; the Members shall be obligated to notify SSMV, with a copy to the Special Member and the Affordable Housing Parcel First Mortgagee, in writing at least seven (7) days in advance of such decision and, before making such decision, will obtain the prior written approval of SSMV accompanied by evidence of the Special Member's consent and Affordable Housing Parcel First Mortgagee's consent to such approval. Such consent of SSMV and its Special Member and Affordable Housing Parcel First Mortgagee shall not be unreasonably withheld, conditioned or delayed. If the Special Member fails to register its address with the Association, it shall have no right to receive any notices whatsoever from the Association.
- (c) Without limiting the generality of the foregoing, the Members agree that the following matters, among others, are matters that may be reasonably likely to have a material adverse effect on the SSMV, the Affordable Housing Parcel, and/or the Investor Member of SSMV:
- (i) Modifications of the rights of the tenants of the Affordable Housing Parcel to use the Recreational Facilities under Section 3 of the Declaration;
  - (ii) Modifications of the easements and rights set forth in Section 5 of the Declaration;
  - (iii) Modifications of the voting rights of the members of the POA;
  - (iv) Modifications of the powers and authority of the Board of Directors of the POA or of the requirements for the election or removal of members of the POA Board of Directors;
  - (v) Any proposed assessment or annual budget for Association Expenses (as defined in the Declaration) that would increase the amount of Association Expenses and other assessments payable by the POA members by more than 3% compared to budgeted Association Expenses and assessments for the previous year; and
  - (vi) Any attempted exercise of any rights and remedies under Section 15(b) of the Declaration to terminate the SSMV's ownership rights or interests in the Affordable Housing Parcel or to sell or foreclose on the Affordable Housing Parcel.

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- (d) The obligation to provide the notice(s) required by Paragraph 11(b) shall terminate on the earlier of (i) such time as the Investor Member and Special Member no longer have an interest in SSMV or (ii) SSMV no longer owns the Affordable Housing Parcel.”

2. Paragraph 12 of the Original Declaration is hereby amended by adding the following provision as subparagraph (g):

“(g) In addition to the provisions set forth in Paragraph 12(a) hereinabove, until such time that the Affordable Housing Parcel is no longer encumbered by the mortgage in favor of Affordable Housing Parcel First Mortgagee, the Declaration, the Bylaws and the rules and regulations adopted by the Association may not be terminated or amended in any way that may be reasonably likely to have a material adverse effect on SSMV, the Affordable Housing Parcel, or the Affordable Housing Parcel First Mortgagee (including those matters referenced in Paragraph 11(c) above) without the prior written approval of the Affordable Housing Parcel First Mortgagee, such consent not to be unreasonably withheld, conditioned, or delayed.. In addition, until such time as SSMV no longer owns the Affordable Housing Parcel, the Declaration, the Bylaws and the rules and regulations adopted by the Association may not be terminated or amended in any way that may be reasonably likely to have a material adverse effect on SSMV, the Affordable Housing Parcel, or the Investor Member (including those matters referenced in Paragraph 11(c) above) without the prior written approval of SSMV, which shall be accompanied by evidence of the Special Member’s consent to such approval, such consent not to be unreasonably withheld, conditioned, or delayed.

3. Affordable Housing Parcel First Mortgagee is hereby deemed an Eligible Mortgage Holder. Affordable Housing Parcel First Mortgagee’s address for notice purposes, as the same may be amended by written notice to the Association, is:

BMO Harris Bank N.A.  
111 West Monroe Street, 2 East  
Chicago, Illinois 60603  
Attention: Hugh Franklin

4. The undersigned hereby certifies that at least 75% of the voting members of the Association have approved this First Amendment.

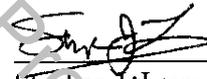
[signature page follows]

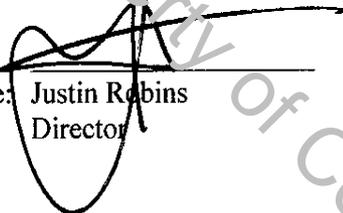
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**IN WITNESS WHEREOF**, the undersigned have executed this First Amendment as of the day and year first above written.

THE AUTUMN GREEN AT MIDWAY VILLAGE PROPERTY OWNERS ASSOCIATION

By:   
Name: Robert Gawronski  
Title: Director

By:   
Name: Stephen J. Levy  
Title: Director

By:   
Name: Justin Robins  
Title: Director

PROPERTY OF COOK COUNTY CLERK'S OFFICE



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STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            ),

I, Daphne Williams, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert Gawronski, personally known to me to be a Director of THE AUTUMN GREEN AT MIDWAY VILLAGE PROPERTY OWNERS ASSOCIATION (the "Association"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said Company, as Assistant Treasurer aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12<sup>th</sup> day of December, 2012.



Property of Cook County Clerk's Office

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STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK         -    )

I, Daphne Williams, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Stephen J. Levy, personally known to me to be a Director of THE AUTUMN GREEN AT MIDWAY VILLAGE PROPERTY OWNERS ASSOCIATION (the "Association"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said Company, as Assistant Treasurer aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12<sup>th</sup> day of December, 2012.



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## Exhibit A

### Legal Description of Affordable Housing Parcel

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: (THE WEST LINE OF AFORESAID SOUTHWEST QUARTER BEING "DUE NORTH" FOR THE FOLLOWING COURSES): COMMENCING AT THE NORTHWEST CORNER OF AFORESAID SOUTHWEST QUARTER OF SECTION 22; THENCE SOUTH 89° 42' 40" EAST IN THE NORTH LINE OF AFORESAID SOUTHWEST QUARTER, A DISTANCE OF 120.0 FEET TO A POINT; THENCE SOUTH 00° 17' 20" WEST IN A LINE A DISTANCE OF 58.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 63° 43' 20" EAST IN A LINE A DISTANCE OF 33.54 FEET TO A POINT 43.0 FEET SOUTH OF, AT RIGHT ANGLES, TO A POINT IN THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER THAT IS 150.00 FEET EAST OF THE AFORESAID NORTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89° 42' 40" EAST IN A LINE PARALLEL WITH THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 315.0 FEET; THENCE SOUTH 02° 27' 58" WEST 849.02 FEET; THENCE SOUTH 84° 25' 00" WEST 124.87 FEET TO A POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHWESTERLY IN LAST MENTIONED CURVED LINE, CONVEX TO THE SOUTH HAVING A RADIUS OF 670.00 FEET WHOSE CHORD LENGTH IS 77.52 FEET AND BEARS SOUTH 87° 44' 00" WEST AN ARC DISTANCE OF 77.56 FEET; THENCE DUE NORTH IN A LINE A DISTANCE OF 55.80 FEET TO A POINT; THENCE DUE WEST IN A LINE A DISTANCE OF 53.55 FEET TO A POINT IN THE EASTERLY LINE OF CICERO AVENUE; THENCE NORTH 1° 22' 05" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 333.17 FEET TO A POINT THAT IS 165.0 FEET EAST AT RIGHT ANGLES TO A POINT IN SAID WEST LINE OF THE SOUTHWEST QUARTER THAT IS 519.94 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 05° 36' 25" WEST IN A LINE A DISTANCE OF 463.55 FEET TO THE POINT OF BEGINNING, (EXCEPT FROM THE ABOVE DESCRIBED PROPERTY TAKEN AS A TRACT, THAT PART LYING NORTH AND EAST OF THE FOLLOWING DESCRIBED DIVISION LINE: COMMENCING AT THE NORTHWEST CORNER OF AFORESAID SOUTHWEST QUARTER OF SECTION 22; THENCE SOUTH 89° 42' 40" EAST IN THE NORTH LINE OF AFORESAID SOUTHWEST QUARTER, A DISTANCE OF 120.0 FEET TO A POINT; THENCE SOUTH 00° 17' 20" WEST IN A LINE A DISTANCE OF 58.0 FEET; THENCE NORTH 63° 43' 20" EAST IN A LINE A DISTANCE OF 33.54 FEET TO A POINT 43.0 FEET SOUTH OF, AT RIGHT ANGLES, TO A POINT IN THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER THAT IS 150.00 FEET EAST OF THE AFORESAID NORTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89° 42' 40" EAST IN A LINE PARALLEL WITH THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 315.0 FEET; THENCE SOUTH 02° 27' 58" WEST 698.20 FEET TO THE POINT OF BEGINNING OF SAID DIVISION LINE; THENCE SOUTH 89° 59' 01" WEST 54.55 FEET; THENCE NORTH 02° 27' 58" EAST 106.17 FEET; THENCE SOUTH 89° 59' 01" WEST 110.00 FEET; THENCE NORTH 00° 00' 59" WEST 205.00 FEET; THENCE SOUTH 89° 59' 01" WEST 118.33 FEET TO THE EASTERLY LINE OF CICERO AVENUE BEING THE POINT OF TERMINUS OF SAID DIVISION LINE), IN COOK COUNTY, ILLINOIS.

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## Exhibit B

### Legal Description of the Property

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: (THE WEST LINE OF AFORESAID SOUTHWEST QUARTER BEING "DUE NORTH" FOR THE FOLLOWING COURSES): COMMENCING AT THE NORTHWEST CORNER OF AFORESAID SOUTHWEST QUARTER OF SECTION 22; THENCE SOUTH 89 DEGREES 42 MINUTES 40 SECONDS EAST IN THE NORTH LINE OF AFORESAID SOUTHWEST QUARTER, A DISTANCE OF 120.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 17 MINUTES 20 SECONDS WEST IN A LINE A DISTANCE OF 58.00 FEET; THENCE NORTH 63 DEGREES 43 MINUTES 20 SECONDS EAST IN A LINE A DISTANCE OF 33.54 FEET TO A POINT 43.0 FEET SOUTH OF, AT RIGHT ANGLES, TO A POINT IN THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER THAT IS 150.00 FEET EAST OF THE AFORESAID NORTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 42 MINUTES 40 SECONDS EAST IN A LINE PARALLEL WITH THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 269.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 42 MINUTES 40 SECONDS EAST ON SAID PARALLEL LINE 45.58 FEET; THENCE SOUTH 02 DEGREES 27 MINUTES 58 SECONDS WEST 698.20 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 01 SECONDS WEST 54.55 FEET; THENCE NORTH 02 DEGREES 27 MINUTES 58 SECONDS EAST 311.36 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 01 SECONDS WEST 237.22 FEET TO THE EASTERLY LINE OF CICERO AVENUE; THENCE NORTH 05 DEGREES 56 MINUTES 25 SECONDS WEST ALONG SAID EASTERLY LINE 114.71 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 01 SECONDS EAST 273.96 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 25 SECONDS EAST 273.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

And Also:

Clerk's Office

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THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

(THE WEST LINE OF AFORESAID SOUTHWEST QUARTER BEING "DUE NORTH" FOR THE FOLLOWING COURSES): COMMENCING AT THE NORTHWEST CORNER OF AFORESAID SOUTHWEST QUARTER OF SECTION 22; THENCE SOUTH 89 DEGREES 42 MINUTES 40 SECONDS EAST IN THE NORTH LINE OF AFORESAID SOUTHWEST QUARTER, A DISTANCE OF 120.0 FEET TO A POINT; THENCE SOUTH 00 DEGREES 17 MINUTES 20 SECONDS WEST IN A LINE A DISTANCE OF 58.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 63 DEGREES 43 MINUTES 20 SECONDS EAST IN A LINE A DISTANCE OF 33.54 FEET TO A POINT 43.0 FEET SOUTH OF, AT RIGHT ANGLES, TO A POINT IN THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER THAT IS 150.00 FEET EAST OF THE AFORESAID NORTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 42 MINUTES 40 SECONDS EAST IN A LINE PARALLEL WITH THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 315.0 FEET; THENCE SOUTH 2 DEGREES 27 MINUTES 58 SECONDS WEST 849.02 FEET; THENCE SOUTH 84 DEGREES 25 MINUTES 00 SECONDS WEST 124.87 FEET TO A POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHWESTERLY IN LAST MENTIONED CURVED LINE, CONVEX TO THE SOUTH HAVING A RADIUS OF 670.00 FEET WHOSE CHORD LENGTH IS 77.52 FEET AND BEARS SOUTH 87 DEGREES 44 MINUTES 00 SECONDS WEST AN ARC DISTANCE OF 77.56 FEET; THENCE DUE NORTH IN A LINE A DISTANCE OF 55.80 FEET TO A POINT; THENCE DUE WEST IN A LINE A DISTANCE OF 53.55 FEET TO A POINT IN THE EASTERLY LINE OF CICERO AVENUE; THENCE NORTH 1 DEGREE 22 MINUTES 1 SECOND WEST IN A LINE A DISTANCE OF 333.17 FEET TO A POINT THAT IS 165.0 FEET EAST AT RIGHT ANGLES TO A POINT IN SAID WEST LINE OF THE

SOUTHWEST QUARTER THAT IS 519.94 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 5 DEGREES 36 MINUTES 25 SECONDS WEST IN A LINE A DISTANCE OF 463.55 FEET TO THE POINT OF BEGINNING (EXCEPT FROM SAID PROPERTY TAKEN AS A TRACT, THAT PART LYING EAST AND SOUTH OF THE FOLLOWING DESCRIBED LINES: BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 45.58 FEET NORTH 89 DEGREES 42 MINUTES 40 SECONDS WEST OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 00 MINUTES 25 SECONDS WEST 273.08 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 01 SECONDS WEST 273.96 FEET TO THE WEST LINE OF SAID TRACT) ALL IN COOK COUNTY, ILLINOIS.

AND ALSO:

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THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: (THE WEST LINE OF AFORESAID SOUTHWEST QUARTER BEING "DUE NORTH" FOR THE FOLLOWING COURSES): COMMENCING AT THE NORTHWEST CORNER OF AFORESAID SOUTHWEST QUARTER OF SECTION 22; THENCE SOUTH 89° 42' 40" EAST IN THE NORTH LINE OF AFORESAID SOUTHWEST QUARTER, A DISTANCE OF 120.0 FEET TO A POINT; THENCE SOUTH 00° 17' 20" WEST IN A LINE A DISTANCE OF 58.0 FEET; THENCE NORTH 63° 43' 20" EAST IN A LINE A DISTANCE OF 33.54 FEET TO A POINT 43.0 FEET SOUTH OF, AT RIGHT ANGLES, TO A POINT IN THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER THAT IS 150.00 FEET EAST OF THE AFORESAID NORTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89° 42' 40" EAST IN A LINE PARALLEL WITH THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 315.0 FEET; THENCE SOUTH 02° 27' 58" WEST 698.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02° 27' 58" WEST 150.82 FEET; THENCE SOUTH 84° 25' 00" WEST 124.87 FEET TO A POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHWESTERLY IN LAST MENTIONED CURVED LINE, CONVEX TO THE SOUTH HAVING A RADIUS OF 670.00 FEET WHOSE CHORD LENGTH IS 77.52 FEET AND BEARS SOUTH 87° 44' 00" WEST AN ARC DISTANCE OF 17.56 FEET; THENCE DUE NORTH IN A LINE A DISTANCE OF 55.80 FEET TO A POINT; THENCE DUE WEST IN A LINE A DISTANCE OF 53.55 FEET TO A POINT IN THE EASTERLY LINE OF CECERO AVENUE; THENCE NORTH 1° 22' 01" WEST IN A LINE A DISTANCE OF 333.17 FEET TO A POINT THAT IS 165.0 FEET EAST AT RIGHT ANGLES TO A POINT IN SAID WEST LINE OF THE SOUTHWEST QUARTER THAT IS 519.94 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 5° 36' 25" WEST IN A LINE A DISTANCE OF 88.46 FEET; THENCE NORTH 89° 59' 01" EAST 237.22 FEET; THENCE SOUTH 02° 27' 58" WEST 311.6 FEET; THENCE NORTH 89° 59' 01" EAST 54.55 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND ALSO:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: (THE WEST LINE OF AFORESAID SOUTHWEST QUARTER BEING "DUE NORTH" FOR THE FOLLOWING COURSES): COMMENCING AT THE NORTHWEST CORNER OF AFORESAID SOUTHWEST QUARTER OF SECTION 22; THENCE SOUTH 89 DEGREES 42 MINUTES 40 SECONDS EAST IN THE NORTH LINE OF AFORESAID SOUTHWEST QUARTER, A DISTANCE OF 120.0 FEET TO A POINT; THENCE SOUTH 00 DEGREES 17 MINUTES 20 SECONDS WEST IN A LINE A DISTANCE OF 58.0 FEET; THENCE NORTH 63 DEGREES 43 MINUTES 20 SECONDS EAST IN A LINE A DISTANCE OF 33.54 FEET TO A POINT 43.0 FEET SOUTH OF, AT RIGHT ANGLES, TO A POINT IN THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER THAT IS 150.00 FEET EAST OF THE AFORESAID NORTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 42 MINUTES 40 SECONDS EAST IN A LINE PARALLEL WITH THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 315.00 FEET; THENCE SOUTH 02 DEGREES 27

MINUTES 58 SECONDS WEST 273.10 FEET; TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 27 MINUTES 58 SECONDS WEST 425.10 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 01 SECONDS WEST 54.55 FEET; THENCE NORTH 02 DEGREES 27 MINUTES 58 SECONDS EAST 311.36 FEET; THENCE NORTH 11 DEGREES 26 MINUTES 37 SECONDS EAST 35.53 FEET; THENCE NORTH 02 DEGREES 12 MINUTES 03 SECONDS EAST 38.04 FEET; THENCE NORTH 06 DEGREES 35 MINUTES 20 SECONDS EAST 19.39 FEET; THENCE NORTH 05 DEGREES 53 MINUTES 20 SECONDS EAST 12.88 FEET THENCE NORTH 57 DEGREES 10 MINUTES 59 SECONDS EAST 16.10 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 01 SECONDS EAST 33.86 FEET TO THE POINT OF BEGINNING.

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COMMON ADDRESS: 6730-6810 SOUTH KEATING AVENUE, CHICAGO, IL  
ALSO KNOWN AS: 6812 S KEATING  
PERMANENT INDEX NUMBERS: 19-22-300-016-0000 (PURSUANT TO 2008 DIVISION)  
FORMERLY 19-22-300-014-0000 (PURSUANT TO 2006 DIVISION)  
FORMERLY 19-22-300-012-0000 (PURSUANT TO 2005 DIVISION)  
AND 19,22-300-017-1001 through 1024

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